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TA  
5445

July 1, 2004 to June 30, 2007

## NEGOTIATED AGREEMENT

Between the

BOARD OF EDUCATION OF THE LAURENS CENTRAL SCHOOL

and the

LAURENS CENTRAL SCHOOL TEACHERS' ASSOCIATION

4-1-04

Date

*Celeste H. Leone*

LTA President

4-1-04

Date

*Romona N. Weach*

Superintendent

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## **PREAMBLE**

This Agreement is the result of collective negotiations between the Board of Education of the Laurens Central School District and the Laurens Teachers' Association, which have been conducted under the requirements and directives of the Public Employees Fair Employment Act (Taylor Law). The provisions of this agreement supersede all conflicting policies and may be changed only through mutual agreement of the Board of Education of the District of Laurens, NY and the Laurens Teachers' Association.

## **ARTICLE I - RECOGNITION**

The Board recognizes the Laurens Central School Teachers' Association as the exclusive representative for the purpose of the collective negotiations of all teaching personnel (i.e. instructors negotiating unit), Guidance Counselors, and Nurse/Attendance Officer.

## **ARTICLE II - NEGOTIATIONS PROCEDURES**

- A. On or before the first of March of the year of the expiration of this agreement, upon request of either party, the parties will enter into negotiations leading to a successor agreement. The first meeting may be delayed no longer than ten (10) working days, unless by mutual agreement of the parties.
- B. At the first negotiation meeting, the parties will exchange proposals to be considered.
- C. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
- D. Each negotiating team is empowered by its organization to negotiate a successor agreement.
- E. During negotiations, either spokesman may communicate with his constituency, and accordingly team members may call for caucus at any time; or tabling may be used.
- F. When consensus is reached on a successor agreement, it shall be reduced to writing as a memorandum of understanding between the parties and submitted to the Association and the Board for ratification.
- G. The parties agree that from the opening of negotiations until either final agreement is reached or the impasse stage is reached, no statements regarding the substance of the negotiations shall be made to the media.

### **ARTICLE III - MAINTENANCE OF STANDARDS**

All conditions of employment and general working conditions as provided for in this contract shall be maintained at no less than the highest minimum standards in effect in the district at the time this agreement is signed.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

- A. In order to establish and foster a more harmonious and cooperative relationship between the Laurens Central School System and its instructional staff, it is hereby declared to be the purpose of this article to provide by agreement, for the settlement of certain differences between employees and employer through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this article shall be literally construed for the accomplishment of this purpose.

It shall also be the purpose of this article to remove any barriers impeding the free flow of ideas, suggestions and communications in general between the member and employer.

- B. Definitions of terms:

1. Only grievances establishing violations of the language of this contractual agreement shall be honored under this grievance procedure.
2. Member refers to any teaching member or guidance counselor of the staff employed by the Laurens School Board.
3. Policy refers to all agreements, practices, or settled courses adopted by the Board of Education.
4. Agreement refers to this agreement and the obligations placed on the member, the Board of Education and the Superintendent.
5. Aggrieved Party refers to the person instituting the grievance procedure.
6. The Committee is the committee created and constituted by the LTA.
7. Representative is anyone whom the aggrieved party chooses to represent him/her.
8. Association shall mean the Laurens Central School Teachers' Association.
9. Official Record refers to a case file to be kept by the Clerk of the School Board, which shall include all cases and their dispositions under this agreement.

C. Steps in the Grievance Procedure

Stage 1 - The aggrieved party shall present his/her grievance on the grievance form to the Superintendent and the Committee. Within five (5) working days, the Superintendent will reply to the grievance. A satisfactory solution shall be recorded in the Official Record by the Clerk of the School Board and a duplicate copy shall be delivered to the Committee to be inserted in the Records of the Association for future reference.

Stage 2 - If the reply at stage one is not acceptable, within five (5) working days of the reply, the aggrieved and/or his/her representative will appeal the matter as originally stated to the Board of Education. A written summary of the grievance shall be presented to the President of the Board of Education, five (5) days before such a meeting.

Stage 3 - Within ten (10) working days of such an appeal, the Board of Education or a subcommittee will hold a hearing on the matter. The meeting with the Board of Education will be a mutually agreed upon time.

A record of the complete proceedings and decisions shall be kept in the Official Record and a duplicate copy of this record shall be delivered to the Committee to be included in the records of the Association.

Stage 4 - Within five (5) working days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 5 - Mediation/ Arbitration will be used for grievances that cannot be resolved using the above procedures as provided by the PERB, 80 Wolf Road, Albany, New York 12205-2670.

D. Miscellaneous - Time limits may be extended by mutual agreement.

1. The aggrieved party must present his/her grievance on the contract grievance form within 20 calendar days after an occurrence of the act or situation deemed improper, including an occurrence of a set of recurring events. Waiver of rights results from failure to meet this requirement.
2. Conferences and hearing shall be during non-working hours, unless the member makes specific exception.
3. Management actions or directives which are grieved remain in effect and must be followed, in the interim, until final resolution under the procedure.
4. Should no appeal be received by management within contract time limits, further filing or reinstatement of a grievance shall be disallowed.
5. In the Mediation/ Arbitration process, full use will be employed of the mediation process.

## ARTICLE V - COMPENSATION

### A. 2004-2005 Salaries:

1. The entry level salary shall be \$30,073 for teachers and guidance counselors. The entry level salary for the nurse/attendance officer shall be \$21,370.
2. Returning teachers and guidance counselors shall receive their 2003-2004 salary plus \$1,593. Returning nurse/attendance officer shall receive the 2003-2004 salary plus 4%.

### B. 2005-2006 Salaries:

1. The entry level salary shall be \$30,723 for teachers and guidance counselors. The entry level salary for the nurse/attendance officer shall be \$22,225.
2. Returning teachers and guidance counselors shall receive their 2004-2005 salary plus 2% of their 2004-2005 salary plus \$828. Returning nurse/attendance officer shall receive the 2004-2005 salary plus 4%.

### C. 2006-2007 Salaries:

1. The entry level salary shall be \$31,494 for teachers and guidance counselors. The entry level salary for the nurse/attendance officer shall be \$23,115.
2. Returning teachers, guidance counselors, and nurse/attendance officer shall receive their 2005-2006 salary plus a 4% increase.

### D. Members who have not earned their Master's Degree prior to July 1, 2004 will receive the \$300.00 on their base in the year following the completion of their degree.

### E. Graduate and In-Service Credit

1. Graduate tuition reimbursement shall be approved as credit if, in the Superintendent's judgment, the course taken is directly related to the subject(s) being taught or which may be taught in the future. Tuition reimbursement shall not exceed the following payment schedule per school year per member:  
  
Balance, if any, will be the responsibility of the member.  
  
\$1,800 for the 2004-2007 school years
2. Such payment shall be sought within the same school year the course is taken. A transcript with a passing grade of C or better will be submitted to the treasurer with a request for reimbursement. Payment will be made within 30 days.

3. Up to \$100 per approved course shall be reimbursed for required books and materials upon completion of course and submission of receipts.
4. For every \$1000 of tuition reimbursement in any given school year, the reimbursed member must work one succeeding year in the district or return the reimbursed tuition amount to the district. The maximum number of years that a member would have to teach in the district, after any amount of tuition reimbursement, would be three (3) years.
5. When the district is required to send members to training, workshops, conferences, etc. outside the school day, and the member agrees, the member shall be compensated at the rate of 1/1400 of the member's annual salary/hr.

F. Health Insurance:

1. The district shall pay 100% of the cost of the premiums for individual teaching staff health insurance coverage or 100% of the premiums for family coverage for all members hired prior to July 1, 1998. For members hired after July 1, 1998, the District shall pay 100% of the cost of premiums for individual teaching staff health insurance coverage or 90% of the premiums for family coverage.
2. Individual health insurance coverage will be provided at a rate of 100% for the retiree until age 65. Family health insurance coverage can be obtained at the rate of 50% for the retiree until age 65. For members who retired from July 1, 1998 to and including June 30, 2001, individual health insurance coverage will be provided at a rate of 100% for the retiree and their spouse until age 65.
3. For situations where both spouses are hired by the District, family coverage will be offered to only one spouse. Individual health coverage only will be offered to the other spouse.
4. Insurance Buyout Plan
  - a. The District will pay \$1,000.00 annually to the members who qualify for individual and/or family health insurance coverage but choose not to receive any health benefit. Dental insurance does not qualify for this benefit.
  - b. Beginning July 1, 1998, the health insurance buyout will be based on individual plan premiums only.
  - c. Existing members wishing to cancel health insurance must do so in writing, to the Superintendent by September 20th, and shall execute any and all documents necessary to effect such withdrawal which will include proof of alternate health insurance covering such member. Any member hired after April 1st, 1994 would be eligible for the insurance buyout.



- d. Buy-out payments shall be made on a prorated amount per paycheck for as long as the buyout is in effect. A member who had his/her insurance coverage reinstated during the fiscal year shall be compensated pro-rata for the period of non coverage.
- e. If conditions necessitate the member obtaining or reinstating District coverage, the District will provide it upon written notification by the member with the understanding that waiting periods will be waived as long as the health insurance plan regulations in effect at the time of the reinstatement so permit.
- f. This agreement in no way diminishes a member's ability to maintain health insurance at retirement should said coverage be available.
- g. If any provision of this agreement shall be found contrary to law, then such provision will be deemed not valid and subsisting except to the extent permitted by law, but all other provisions shall continue in force.
- h. The payment made as a result of this medical insurance buyout will not be considered part of the member's base salary.
- i. If this section (Insurance Buyout Plan) contains any language inconsistent with the current collective Bargaining Agreement between the Laurens CSD and the LTA, the provisions of this agreement shall be controlling.
- j. Said buyout monies shall be distributed through an IRS 125 (Cafeteria) Plan.

G. Dental Insurance:

- 1. The district shall pay 100% of the cost of premiums for individual members dental insurance for members hired before July 1, 1998. For members hired after July 1, 1998, the District shall pay 90% of the cost of premiums for individual dental insurance coverage.
- 2. A member shall have the option to buy family coverage in the existing dental plan.

H. Flex Plan:

- 1. A Flex Plan will be set by the District for the members.

I. Payroll:

- 1. Payroll distribution will be on alternate Thursdays. Should a payroll distribution day fall on a holiday the member will pick up their paycheck at school unless they have made other arrangements with the business office. Coinciding holiday and payroll dates will not effect direct deposits.

2. All members will be given the opportunity of selecting a 21 or 26 payroll check preference, during the orientation meeting or opening day of the school year.

J. Extra-Curricular/Co-Curricular:

1. No member shall be given any extra-curricular/co-curricular duty without the member's consent.
2. Extracurricular activities will be increased by 4% in each of the consecutive years of this agreement.

K. Other Professional Employment:

1. Any member in the LCSD would be eligible to apply. The member would be compensated at the rate of \$125.00 per day and would work the equivalent of a school work day, during the summer working on a curriculum, research, and school project. (No Children) The school related projects will be determined by the Superintendent. The Superintendent will have the right to decide what projects will be funded.
2. Guidance Counselors and the CSE Chairperson working at their expected duties during the summer months will be compensated at the per diem rate of 1/210th of his/her annual salary and would work the equivalent of a school work day.
3. At various times and for various reasons, the district is required to provide tutoring services to students. Compensation will be \$25 per hour, two hours per day, for any member hired by the administration to tutor students needing this service.
4. For the Nurse/Attendance Officer, any work done over the summer, other than 2 days for physicals, if needed, will be paid at 1/210th of annual salary.

L. Retroactivity:

1. If this agreement expires without the parties settling, the new agreement shall be retroactive to July 1, 2007.

M. Agency Fee:

1. The District shall deduct an Agency Fee from the paycheck of each member of the bargaining unit represented by the LTA who is not a dues paying member of the LTA.
2. The District will remit the amount of such Agency Fee in the same manner as Association dues.

3. The LTA will initially notify the District as to the total amount of the Agency Fee to be deducted and provide the District with a list of names for whom the Agency Fee shall be deducted by October 1 of each year.
4. The District will begin agency fee deductions with the second paycheck in October of each year.
5. Should an member commence service in the District after the start of the Agency Fee deduction, the Agency Fee due will be pro-rated and divided equally among the remaining paychecks of the school year.

N. Tax Shelter Annuity:

1. All plans in effect will stay in effect.
2. Any member wanting to begin a TSA must choose from one of the plans mutually agreed upon by the LTA and LCSD.

O. Retirement Award (from #2 through #5 apply to teachers and guidance counselors only):

1. All members must notify the Board of Education in writing six months prior to their intended date of retirement and must complete the semester during which they plan to retire to qualify for the local retirement award. Any exceptions must be presented to the Board in writing. The Board will make the final decisions regarding the exceptions as to whether or not the member will receive the award.
2. Upon retirement with a minimum of fifteen (15) years of local service a member eligible for non-diminished retirement will be paid \$75 per day up to a maximum of 180 days of unused sick leave.
3. A person who is legally eligible to retire, is in his/her first year of retirement eligibility, and has a minimum of fifteen (15) years of local service, will be paid \$500/year for each year of local service. During the first year of the contract, there will be a window which allows anyone qualifying for non-diminished retirement, and retiring, to be eligible for receiving the "first year of eligibility" benefit.
4. If a person is eligible for both O2 and O3, the member shall receive the higher amount of the two.
5. The Retirement award payment will be made in two payments. The first being on July 1 and the second before December 31st of the year of retirement.

6. Upon retirement the Nurse/Attendance Officer, at 55 years of age, with a minimum of 15 years of local service will be paid \$35 per unused sick day up to a maximum of 180 days.

## **ARTICLE VI - DUES DEDUCTION**

The Board agrees to such deductions from the salaries of its Association members for dues of the Association. Said declarations shall be in writing and shall specifically set forth amount to be deducted.

## **ARTICLE VII - LEAVES OF ABSENCE**

- A. At the beginning of each school year, all salaried members will receive fifteen (15) working days sick leave, cumulative to three hundred sixty (360) days. Sick leave will be prorated on the basis of fifteen (15) working days per year for any member working less than the normal school year. Half day members will receive fifteen half days per year.

A member contributory sick leave bank shall be administered by the Association. Exhausted days may be replaced at anytime the bank falls below seventy-five (75) days.

Up to three (3) of a member's sick days may be used, per year, for purposes of the members caring for his/her ill spouse or child.

- B. Each member will receive five (5) personal days per year which may be used for personal reasons. No reason need be reported to the Superintendent. Forty-eight (48) hours notice should be given whenever possible.
- C. Unused personal days can be converted to sick days. Once the maximum number of 360 sick days is attained, the member will be reimbursed \$30.00 for each unused day.
- D. Personal days may not be used to extend vacations or long holiday weekends. No more than 3 personal days may be taken a row. All exceptions must be approved by the Superintendent.
- E. Deduction for absence not covered by sick or personal leave shall be in the amount equal to  $\frac{1}{200}$  of the annual ten month salary for each absence by ten month employees and  $\frac{1}{220}$  of annual eleven month salary for each eleven month employee and  $\frac{1}{240}$  of the annual twelve month salary in the case of a twelve month employee.
- F. Sabbatical

The prerequisite for this leave is seven years of local service.

Compensation for a half year sabbatical shall be a full semester's pay.

Compensation for a full year sabbatical shall be at one-half full year's pay.

Upon the recommendation by the Superintendent, the Board of Education has the sole prerogative of granting or not granting the sabbatical leave.

Suggested criteria are: Value of the proposed program of study, benefit of the program to the District, professional qualifications of the applicant, seniority, financial situation in the District, and the direct relationship to the member's subject(s) area.

On all sabbatical leaves, two years future service will be expected of the member or a pro-rata repayment basis as described below:

In the event the recipient does not remain the two years in the District following the leave, the salary advanced during the sabbatical must be repaid on a pro-rated basis (0 years - 100%; 1 year - 50%; or portion thereof).

G. Parental Leave of Absence

All members who have completed one year or more of satisfactory service will be granted, upon application, a parental leave of absence. Applications for such leave, as often as possible, will be made at least five months before the commencement of the leave. Each leave will continue for a period not exceeding two years. However, such a leave may be extended if, in the opinion of the Board of Education, circumstances warrant the extension of the leave until the end of said school semester. During such a leave, a member shall not receive any salary. For this provision, family member is defined as those persons defined under the Family Medical Leave Act and/or persons residing in the member's home.

H. Bereavement Leave

In any instance of death of a member's family member, said member may take up to three (3) bereavement days. If extra days are needed for extenuating circumstances, they will be given at the discretion of the Superintendent or member's personal days may be used. For purposes of this provision only, family member is defined as: spouse, child, parent, in-law, sibling, aunt, uncle, grandchild, grandparent, or person residing in the teacher's home.

I. Health Leave

Upon the expiration of accumulated sick leave, a request for health leave will be granted when accompanied by a statement from a member's physician. When the member returns from a health leave, he or she must present a certificate from a physician indicating that the member is physically and mentally competent to resume duties.

J. Leave of Absence

A request for a leave of absence shall be granted by the Board of Education to any member having rendered 10 years of service in the district, if a suitable replacement can be found. The member requesting the leave shall notify the district of his/her intention by January 1. The district will notify the member of approval by June 1. The leave will be for up to one year in duration and without pay. Members granted a leave of absence must notify the Laurens Board of Education by March 15 of the year during which they are absent, as to whether or not they plan to resume their duties in the next year.

K. Reemployment

A member who is granted any leaves of absence pursuant to sections above, shall have the following reemployment rights:

1. The member shall return to the same positions which he/she held at the time that the leave commenced, or if the positions are no longer in existence, to substantially equivalent positions. In the case of any extra-curricular positions presently being held by another person, that person shall remain in that position until his/her duties are completed.
2. The member will suffer no loss of tenure, seniority, salary, or accumulated sick leave upon his or her return.

L. Miscellaneous

1. A member on any form of leave will not be denied the opportunity to substitute in the school district by reason of the fact that he or she is on a leave of absence.
2. An annual written statement will be provided for each member listing the sick days and personal days used during the year, and the accumulated sick leave as of June 30.
3. While on any form of leave, a member shall have the right to buy into any insurance plan offered by the District.

## ARTICLE VIII - TEACHING CONDITIONS

- A. Elementary Classroom, Special Ed., Remedial, and Special Area Teachers
1. Class size shall be normally no more than:  
K-3 -----20  
4-6 -----25
  2. Planning Time: Each Elementary Classroom, Special Ed., Remedial, and Special Area Teacher will have five (5) planning periods per week, one each day, over and above lunch time (30 minutes). This period shall be used for planning. Other activities related to pupil welfare will be scheduled at a mutually agreed upon time.
  3. Aides: Any elementary classroom with over 26 students will require a 1/2 time aide. Aides will assist in reading and math programs, typing, duplicating, reproducing materials, working with individuals, etc. Aides will also be responsible for playground and cafeteria supervision. Aides will perform no professional duties. Teachers will be consulted in regard to the placement of an aide in their classroom. Each Kindergarten will have a 1/2 time aide. Any kindergarten classroom with more than 16 students will have a full-time aide. In the event of only one Kindergarten, a full time aide will be assigned. Distribution of aides under this section shall be determined by the Superintendent.
  4. Elementary Teachers: Elementary classroom teachers only will be responsible for playground, lunch, or noon hour supervision, only during the first week of school.
  5. Pupil distribution: If a grade has more than one section, the school administration will make every effort to distribute students as equally as possible except for cases of homogeneous grouping; or where there are other compensatory factors.
  6. Recess time: In grades K-6, the time students will have for recess will be twenty (20) minutes.
- B. Secondary School Periods
1. Academic-Subject area teachers shall have no more than nine (9) periods each day as follows:
    - a. A maximum of six (6) instruction periods per day.
    - b. One duty free lunch period daily. (30 minutes)
    - c. One curriculum development period the length of a regular class period, during which no extra duties will be assigned.

- d. Persons teaching the same subject areas should be given the same curriculum development period whenever possible.
  - e. A science lab period shall be considered a teaching period.
  - f. LCS will commit to a master schedule that allows for regular team planning as well as individual planning. We further agree to target 5 preparations as a maximum in a teaching day. An ongoing committee of faculty and administrative representatives will meet to consider this. The committee will consider goals as well as member work load. Work load shall be comprised of number of classes, number of preparations, number of students per day and intangibles such as inclusion students, work generated by particular subject areas and additional duties of the subject area. Fiscal constraints will also be a consideration.
  - g. In the event that the district requests a teacher to teach over 6 periods per day, such a request will be made to the LTA president in writing.
- 2. Secondary teachers may be assigned a homeroom responsibility on a rotating basis.
  - 3. Academic-Subject area curriculum includes all those except Music, Physical Education, Art and Library.

#### C. Safe Healthful Conditions

Members shall have safe and healthful conditions under which to carry out their professional duties. This shall include, but not be limited to, safe and adequate school parking facilities for members. Members shall be free to perform their professional duties without fear of assault and/or violence by any individual or group of individuals. If violence or threat of violence to members and/or students is implied by the words and/or actions of any individual or group of individuals, members or the Association may make recommendations concerning the matter.

#### D. Workshops

Workshops for which no in-service credit is given shall not be scheduled beyond 3 PM on an afternoon preceding a vacation or weekend or during any vacation.

#### E. Working Day

The normal working day for all members will begin at 8:00 am and will end at afternoon bus departure, normally 3:00 pm. All teachers are required to report to their classrooms by 8:00 am for supervision of students, with instructional time starting no earlier than 8:05 am. In the event of early, or emergency dismissal, members will be permitted to leave immediately after bus departure.



F. After-school Meetings Involving Faculty

The first Tuesday of each month shall be reserved for meetings of the Laurens Teachers' Association. Meetings called by the administration shall be limited to two per month, not to extend beyond 4:15 PM, without the consent of the parties involved, and may be called on any Tuesday other than the first Tuesday of each month. Members shall attend. A member may be excused by prior permission by the Superintendent or his/her designee.

G. Employment Year

The employment year for teachers and guidance counselors shall be 180 days. The employment year for nurse/attendance officer shall be September 1st to June 30th. Two unused snow days will be added to Memorial Day weekend. Any other unused days will be added to the spring vacation.

H. Parent/Teacher Conference

There will be 2 one-half day parent/teacher conferences. At the first parent/teacher conference, members would be available to meet in the evening from 7:00 to 8:30 PM by appointment only.

I. Member Protection, Student Discipline and Classroom Interruptions.

1. Pupils presenting severe disciplinary problems impede the educational progress of the entire class. No such pupil shall knowingly be assigned to any class without the member first having been informed of the known facts relative to such pupil. In the event that the presence of any pupil (or pupils) becomes unduly disruptive to the conduct of instruction or threatens the welfare and/or safety of the member and/or the pupils, the member is hereby authorized, with the approval of the Superintendent, to remove forthwith such pupil or pupils from the class until such time as the objectionable behavior has been eliminated in the judgment of the principal directly involved. The child will be referred to the "At Risk Youth Committee".
2. Members will immediately report all cases of assault sustained by them in connection with their employment to their principal or immediate supervisor, in writing. Said report shall be forwarded to the Superintendent who will act to protect the rights of the members.

J. Guidance Counselors and Nurse/Attendance Officer

1. Guidance Counselors and Nurse/Attendance Officer will be given one duty free lunch period (30 minutes) daily. No extra duties will be assigned during this time period.

## **ARTICLE IX - PROPER DISMISSAL**

### **A. Teachers and Guidance Counselors:**

In the event that the Board of Education, upon the recommendation of the Superintendent, is considering the dismissal of a member, the Superintendent will provide at least one written warning and will schedule a meeting with the administration, the member and the Association representative for the purpose of improving the member's performance in order to continue the member's employment.

Following such a conference, if the Board still determines that the member should be dismissed, it will give said member a minimum of 60 days written notice. The notice will specify good and sufficient reasons for the dismissal consistent with state law.

It is recognized that the Board of Education has the sole legal right to grant or deny tenure appointments.

### **B. Nurse/Attendance Officer:**

This agreement shall terminate upon any if the following:

1. A minimum of 30 days written notice to the Board of Education is required for resignation.
2. Discharge for cause, including conduct or omission on the part of the nurse/attendance officer which substantially effects the ability to perform duties, in the good faith opinion of the employer. The nurse/attendance officer shall be entitled to a full and fair hearing before the Board of Education.
3. Non-renewal determination by the employer.
4. Mutual agreement between both parties.

## **ARTICLE X - REDUCTION IN FORCE**

The staff will be maintained at least at its present level for the duration of this agreement unless there are economic or program related reasons for said reduction. In the event of a reduction, seniority will apply. The master scheduling committee will advise regarding reinstatement of those areas previously cut.

## **ARTICLE XI - INJURY ON THE JOB**

The Laurens Central School District will assume all legal liability for injury and personal damage as the result of an assault upon a member in the course of his/her employment.

Leave resulting from any compensatory injury on the job will not be charged to the member's accumulative sick leave.

The above paragraphs shall be contingent upon the member's proper and timely filing of an accident report with the District. member's rights are preserved, providing such report is filed within 72 hours of the incident; unless, in the particular case, 72 hours would be unreasonable.

## **ARTICLE XII - CONSOLIDATION**

This agreement shall be binding upon the Board and any school district into which this district may be merged or consolidated, unless otherwise agreed to by the Association.

As a condition of any merger, annexation or consolidation, the district shall require as a condition of said merger, annexation, or consolidation that; all members presently employed by the district shall retain a substantially equivalent position if they so desire.

## **ARTICLE XIII - CONFERENCES**

Requests for conferences or visitations should be submitted at least two weeks in advance of the conference or visitation. Claim forms for reimbursement must contain detailed mileage report, if private car is used, and expense vouchers for hotels, tickets (receipts attached) and conference registration. Vouchers must be approved by the Superintendent. School cars will be made available whenever possible.

Reimbursement for mileage shall be per the IRS allowable rate.

## **ARTICLE XIV - SUBSTITUTE TEACHERS**

- A. Every effort will be made to employ certified substitute teachers.
- B. The teacher who needs a substitute may suggest a substitute. The teacher may recommend which substitute shall not be hired.
- C. If there is a lack of a substitute teacher, the member shall have the right to refuse to accept a class or a portion of any class other than his own. Any member who accepts a class requiring the forfeiting of the curriculum development or conference period shall be compensated at the rate of \$15.00 per class period.

- D. Any member fulfilling duties for another member more than five (5) consecutive days will be compensated at 1/8 of his daily salary.
- E. The nurse cannot substitute for other members.

## **ARTICLE XV - ASSIGNMENT**

- A. Teachers will be notified of their tentative programs for the coming year, including grades and subjects they will teach and any special or unusual classes that they will have, no later than May 15.
- B. Teachers in the grades K-3 shall not be assigned outside those grades, and teachers in the grades 4-6 shall not be assigned outside those grades; unless in either group the individual teacher and administration arrange differently. It is not the intent that these divisions create inferences of district promulgated tenure areas.
- C. A master schedule will be provided to all teaching staff by June 15.

## **ARTICLE XVI - OBSERVATION AND EVALUATION**

The following policy shall govern all member observations and evaluations:

- A. All monitoring of the work performance of a member which becomes written evaluation will be conducted openly, with full knowledge of the member, by a certified administrator, employed full-time in the Laurens Central School District. The use of public address or audio systems and similar surveillance devices will not be used for this purpose.
- B. Observation Timetable:
  - 1. Tenured teachers may be observed at least once a year, with the first observation being completed by March 15.
  - 2. Probationary teachers shall be observed at least three (3) times a year with the first three observations according to the following schedule:
    - 1st observation - by December 1st
    - 2nd observation - by February 15
    - 3rd observation - by March 15
- C. Observation Format:
  - 1. Length
    - a. Secondary - one class period
    - b. Elementary - duration of one complete lesson

2. Peer-to-Peer Observations will be based according to the mutually agreed upon school district procedure for peer observations as developed and agreed upon by the APPR committee, LTA, and administration, with final approval by the Board of Education.
3. Evaluation Criteria will be based upon a form which will be developed and agreed upon by members of the APPR committee, LTA, and administration, with final approval by the Board of Education. This form will reflect the use of the existing document as well as the APPR requirements.
4. Post Conference
  - a. The first post conference meeting will be held to verbally discuss the observed lesson.
  - b. The second post conference meeting will be held to review the written evaluation of the observation.
  - c. These conferences may occur at the same time.

D. Personnel Files

1. Members will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it. A member will be entitled to have a representative of the Association accompany him during such review. Personnel files must remain in the Superintendent's Office when reviewed by a member.
2. No material derogatory to a member's conduct, service, character, or personality will be placed in his personnel file unless the member has the opportunity to review the material. The member will acknowledge that he has had the opportunity to review such material by affixing his signature on the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

E. Guidance Counselors and Nurse/Attendance Officer

1. Guidance Counselors and Nurse/Attendance Officers may be observed at least once a year using a combination of reviewing the objective and activities assigned to them.
2. Approximately one half a day will be spent in professional observation and growth evaluation.

## ARTICLE XVII - REGISTERS

Attendance registers will be kept by the central office.

## **ARTICLE XVIII - PRIOR SERVICE**

Prospective members entering Laurens Central School System may receive ten full years of credit and one half credit for each of the next ten years of satisfactory service in other schools. Credit will be determined by the administration. All this service shall be within twenty years prior to the date of this agreement with Laurens Central School.

## **ARTICLE XIX - SCHOOL CALENDAR**

The BOCES calendar shall be the basis from which the Association President and the Superintendent shall arrive at a calendar for Laurens Central School District for 2004-05, 2005-06, 2006-07.

## **ARTICLE XX - TUITION WAIVERS**

Any member having a tuition waiver may make a private exchange with anyone s/he chooses. Such exchange shall take place sixty (60) days prior to its expiration date. After which time if it has not been exchanged, it shall be given to the Executive Committee for disbursement. Criteria for disbursement shall be developed by the Executive Committee and the Superintendent.

## **ARTICLE XXI - DISTRIBUTION OF AGREEMENT**

The Laurens' Teachers Association and the Board of Education shall equally share in the cost of the preparation and distribution of this agreement.

## **ARTICLE XXIII- FINGERPRINTING**

The District will reimburse the cost of the fingerprinting for new hires as well as current members who are required to provide fingerprints.